

EXHIBIT C

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

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Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**ORDER (I) DETERMINING THAT CITIBANK IS ENTITLED TO
POST-PETITION INTEREST ON ITS OVERSECURED MSR
FACILITY CLAIMS AT THE CONTRACTUAL DEFAULT RATE,
AND (II) DIRECTING DEBTORS TO PAY SUCH INTEREST AS WELL
AS CITIBANK'S DUE AND UNPAID COUNSEL FEES AND EXPENSES**

Upon the *Motion of Citibank, N.A. for an Order (I) Determining that it is Entitled to Post-Petition Interest on its Oversecured MSR Facility Claims at the Contractual Default Rate, and (II) Directing Debtors to Pay Such Interest as Well as Citibank's Due and Unpaid Counsel Fees and Expenses*, dated December 23, 2013 (the "**Motion**"); and the Court having considered the Motion, any objections thereto, and the record of the hearing held before this Court on January 30, 2014 (the "**Hearing**");

THE COURT HEREBY FINDS as follows:

A. This Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2). Venue of this proceeding in this district is proper pursuant to 28 U.S.C. § 1409.

B. Under the facts, as set forth in the Motion, Citibank, N.A. ("**Citibank**"), as an oversecured creditor, is entitled under section 506(b) of the Bankruptcy Code to receive post-petition interest from GMAC Mortgage LLC, as borrower (the "**GMACM Claim**"), and Residential Capital, LLC, as guarantor (the "**ResCap Claim**") at the contractual default rate set

forth in that certain Amended and Restated Loan and Security Agreement, dated as of June 30, 2010 (as amended), as well as its unpaid legal fees and expenses in accordance with the Citibank Final Cash Collateral Order.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted and the relief sought therein is approved.
2. Any objections to the Motion that have not been withdrawn, waived or settled are overruled.
3. Citibank's GMACM Claim and ResCap Claim, each in the amount of \$4,489,698.52 plus accrued interest thereon at the contractual default rate since January 30, 2013, are allowed in full and the Debtors are directed to pay such claims (subject to a single satisfaction) within 10 days of the date hereof.
4. The Debtors are also directed to pay Citibank's claim for all due and outstanding legal fees and expenses of its counsel, Shearman & Sterling LLP, that have been invoiced to the Debtors in accordance with the Citibank Final Cash Collateral Order.

Dated: New York, New York
January __, 2014

UNITED STATES BANKRUPTCY JUDGE